

(Exhibit 13)
EXHIBIT 3

FORM B10 (Official Form 10) (Rev. 9/97)

United States Bankruptcy Court <u>Northern</u> District of <u>California</u>		PROOF OF CLAIM
Name of Debtor: THE LEGACY ESTATE GROUP, LLC		Case Number: 05-14659
<small>NOTE: This form should be filed and served on the administrator of the estate. A request for payment of an administrative expense may be filed and served on the administrator of the estate.</small>		
Name of Creditor (The person or entity to whom the debtor owes money or property): JOHN M. BRYAN		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: Bryan & Edwards 600 Montgomery Street, 35th Floor San Francisco, CA. 94111		
Telephone number: 415-421-9990		
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> if this claim: replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Indemnity		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your SS #: _____ Unpaid compensations for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: 3/14/2005		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		\$ est. 20,181,673.85
5. Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____		6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800* of deposits toward purchase lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)() <small>*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Time-stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date March 8, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): John M. Bryan <i>John M. Bryan</i>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571		

ATTACHMENT TO PROOF OF CLAIM

John M. Bryan personally guaranteed (the "Bryan Guaranty") the performance and payment by Legacy Estates Group, LLC ("Legacy") under an Agreement for the Purchase and Sale of Grapes (the "Red Barn Agreement") between Legacy and Red Barn Ranch, LLC. Legacy defaulted under the Red Barn Agreement by failing to pay for the 2005 Harvest.

In response to Legacy's default, John M. Bryan honored the Bryan Guaranty with respect to the 2005 Harvest. John M. Bryan contemplates continuing to honor his obligations under the Bryan for the remaining term thereof (the "Future Payments").

The Debtor is obligated to indemnify and repay to John M. Bryan any amounts he is required to pay to Red Barn Ranch pursuant to the Bryan Guaranty. This claim is presented under that indemnity and seeks repayment of the Future Payments. The amount of this claim is presently unliquidated and contingent, but may be estimated by multiplying the amount paid by John M. Bryan to Red Barn Ranch with respect to the 2005 Harvest (\$1,345,444.89) by the remaining term of the Red Barn Agreement and the Bryan Guaranty (15 years); that is, \$20,181,673.35.

1 Michael St. James, CSB No. 95653
2 St. JAMES LAW, P.C.
3 155 Montgomery Street, Suite 1004
4 San Francisco, California 94104
5 (415) 391-7566 Telephone
6 (415) 391-7568 Facsimile
7 michael@stjames-law.com

8 Counsel for John M. Bryan

9
10
11
12 **UNITED STATES BANKRUPTCY COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
14

15 In re

16 THE LEGACY ESTATE GROUP, LLC
17 Debtor.

18 Case No. 05-14639
19 Chapter 11

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AMENDMENT TO CLAIM NUMBER 122

1 COMES NOW John M. Bryan and Red Barn Ranch and, amending that certain Claim Number
2 122, state as follows:

3 1. John M. Bryan personally guaranteed (the "Bryan Guaranty") the performance and payment
4 by Legacy Estates Group, LLC ("Legacy") under an Agreement for the Purchase and Sale of Grapes
5 (the "Red Barn Agreement") between Legacy and Red Barn Ranch, LLC. Legacy defaulted under the
6 Red Barn Agreement by failing to pay for the 2005 Harvest, and thereafter by rejecting a portion of the
7 Red Barn Agreement.
8 Red Barn Agreement.

9 2. In response to Legacy's default, John M. Bryan honored the Bryan Guaranty with respect to
10 the 2005 Harvest. John M. Bryan contemplates continuing to honor his obligations under the Bryan
11 Guaranty for the remaining term thereof. (the "Future Payments") The Debtor is obligated to indemnify
12 and repay to John M. Bryan any amounts he is required to pay to Red Barn Ranch pursuant to the Bryan
13 Guaranty.
14 Guaranty.

15 3. John Bryan timely filed a Proof of Claim, assigned number 122, asserting an unliquidated
16 and contingent indemnity claim for rejection damages with respect to the Red Barn Agreement.
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1 4. He now amends that Proof of Claim to add Red Barn Ranch, LLC as a claimant. To the
2 extent that he has paid on the Bryan Guaranty, the claim is held by John Bryan; to the extent that he has
3 not, the claim is held by Red Barn Ranch, LLC.

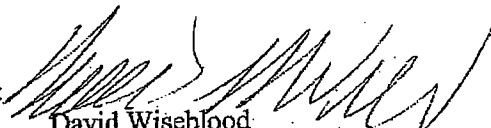
4 DATED: August 17, 2006

ST. JAMES LAW, P.C.

6 By: /s/ Michael St James
7 Michael St. James
8 Counsel for John M. Bryan

9 DATED: 10/24/06

PRESTON, GATES & ELLIS, LLP

11 By: 
12 David Wiseblood
13 Counsel for Red Barn Ranch

(Exhibit 13)
EXHIBIT 4

FORM B10 (Official Form 10) (Rev. 9/97)

United States Bankruptcy Court Northern District of California		PROOF OF CLAIM
Name of Debtor: CONNAUGHI CAPITAL PARTNERS, LLC		Case Number: 05-14660
Name of Creditor (The person or entity to whom the debtor owes money or property): JOHN M BRYAN		THIS SPACE IS FOR COURT USE ONLY
Name and address where notices should be sent: Bryan & Edwards 600 Montgomery Street, 35 th Floor San Francisco, CA 94111		
Telephone number: 415-421-9990		
Account or other number by which creditor identifies debtor:		
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Guaranty Agreement		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
2. Date debt was incurred: 3/14/2005		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ est. 20,181,673.85 If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Time-stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date: March 8, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): John M. Bryan <i>John M. Bryan</i>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571		

ATTACHMENT TO PROOF OF CLAIM

John M. Bryan personally guaranteed (the "Bryan Guaranty") the performance and payment by Legacy Estates Group, LLC ("Legacy") under an Agreement for the Purchase and Sale of Grapes (the "Red Barn Agreement") between Legacy and Red Barn Ranch, LLC. Legacy defaulted under the Red Barn Agreement by failing to pay for the 2005 Harvest.

In response to Legacy's default, John M. Bryan honored the Bryan Guaranty with respect to the 2005 Harvest. John M. Bryan contemplates continuing to honor his obligations under the Bryan for the remaining term thereof. (the "Future Payments").

The Debtor entered into a Guaranty Agreement (the "CCP Guaranty") dated March 14, 2005, a copy of which is attached hereto, pursuant to which the Debtor is liable to repay to John M. Bryan any amounts he is required to pay to Red Barn Ranch pursuant to the Bryan Guaranty. This claim is presented under the CCP Guaranty and seeks repayment of the Future Payments. The amount of this claim is presently unliquidated and contingent, but may be estimated by multiplying the amount paid by John M. Bryan to Red Barn Ranch with respect to the 2005 Harvest (\$1,345,444.89) by the remaining term of the Red Barn Agreement and the Bryan Guaranty (15 years); that is, \$20,181,673.35.

GUARANTY AGREEMENT

This Guaranty Agreement is made as of March 14, 2005 by and between Connaught Capital Partners, LLC, a California Limited Liability Company, (the "Guarantor") and John M. Bryan and Florence E. Bryan (individually and collectively the "Bryans")

RECITALS

- A. The John M. and Florence E. Bryan Trust and the J. M. Bryan Family Trust (individually and collectively the "Bryan Trusts") are selling all of their ownership interests in The Legacy Estate Group, LLC, a California Limited Liability Company ("Legacy").
- B. Legacy has an Agreement for the Purchase and Sale of Grapes with Red Barn Ranch, LLC, a California Limited Liability Company ("Red Barn") dated August 31, 2001 ("Grape Sale Agreement") under which Legacy has committed to purchase all of the grapes produced on the Red Barn Ranch through the 2020 harvest. The Bryans personally guaranteed the performance by Legacy under that Grape Purchase Agreement ("Bryan's Guaranty").
- C. A condition of the Bryan Trusts' sale agreement was the Bryan's guaranty would be released upon the sale. To this date the owner of the Red Barn Ranch has refused to release the Bryans from their guaranty. Guarantor has attempted to procure an insurance policy to ensure the payments by Legacy in order to obtain the release of the Bryan's Guaranty, but to date no such policy has been issued.
- D. In order to permit the sale of the Legacy ownership to proceed, the Bryans are reluctantly willing to remain on the Bryan's Guaranty but only upon receipt of adequate backup guarantees and security to protect them from liability under the Bryan's Guaranty. Guarantor is willing to provide that backup guaranty.

NOW THEREFORE, in consideration of the recitals and the conveyance below, the parties hereto agree as follows:

1. Guarantor hereby guarantees the full payment and faithful performance of Legacy's obligations under the Grape Purchase Agreement.
2. In the event the Bryans receive a notice from Red Barn Ranch that Legacy has defaulted in its obligations under the Grape Purchase Agreement, the Bryans agree to promptly notify Guarantor and provide a copy of the notice of default so Guarantor may cure the default (or enable Legacy to cure the default) so that the

Bryans do not need to make any payments under their Bryan's Guaranty to Red Barn Ranch.

3. Guarantor agrees that this Guaranty shall not be impaired by any modification to or extension of Legacy's obligations under the Grape Purchase Agreement, which the parties thereto may hereafter agree, whether or not in writing, nor by any modification or release of any of the obligations or security therefore hereby guaranteed, to all of which Guarantor hereby consents.
4. Guarantor waives notice of acceptance, presentment, and protest of any instrument and notice thereof. Guarantor shall have ten (10) days from the date the notice of default is received from the Bryans to cure the default.
5. This Guaranty is intended to be, and is, a continuing Guaranty and shall continue in force for the duration of the Legacy obligation under the Grape Purchase Agreement and all modifications or extensions thereof, if any, and shall terminate only upon the full payment and satisfaction of all of such Legacy obligations or the full release of the Bryan's Guaranty.
6. The obligations of Guarantor under this Guaranty are primary, direct, unconditional, and enforceable without prior resort to, and independent of the obligations of Legacy or to any security or to the obligations of any person to the Bryans. A separate action or actions may be brought against Guarantor whether or not an action is brought against Legacy. Guarantor waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement thereof.
7. Guarantor waives any right to require the Bryans to (a) proceed against Legacy, or (b) pursue any particular remedy the Bryans may have. Guarantor waives any defense arising by reason of disability of Legacy, and the invalidity, illegality or lack of enforceability of any of the Legacy obligations under the Grape Purchase Contract from any cause whatsoever. Any and all of Legacy's obligations, payments or indebtedness to Guarantor are hereby subordinated to Guarantor's obligations to the Bryans hereunder.
8. This Guarantee is to be governed by and construed according to the laws of the State of California without giving effect to the conflicts of laws, rules, and principles of California.
9. Any communication, notice, request, demand or other communication permitted are required to be given under this agreement shall be in writing and shall be delivered (i) personally, or (ii) by registered or certified mail, postage prepaid, return receipt requested, or (iii) by prepaid domestic courier, receipt acknowledged, or (iv) by facsimile or other electronic or similar conveyance (receipt acknowledged), and addressed to the addressee at the address specified

(Exhibit 13)
EXHIBIT 5

FORM B10 (Official Form 10) (Rev. 9/97)

United States Bankruptcy Court Northern District of California		PROOF OF CLAIM	
Name of Debtor: THE LEGACY ESTATE GROUP, LLC		Case Number: 05-14659	
Name of Creditor (The person or entity to whom the debtor owes money or property): JOHN M BRYAN		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: Bryan & Edwards 600 Montgomery Street, 35th Floor San Francisco, CA 94111		THIS SPACE IS FOR COURT USE ONLY	
Telephone number: 415-421-9990			
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> a previously filed claim, dated: 3-8-06 If this claim: replaces <input checked="" type="checkbox"/> amends	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Guaranty Agreement		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your SS # _____ Unpaid compensations for services performed. from _____ to _____ (date) (date)	
2. Date debt was incurred: 3/14/2005		3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		\$ 1,345,444.89	
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>grape juice</u> Value of Collateral: \$ <u>unknown</u> Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/99 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9. Time-stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date March 9, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): John M. Bryan <i>John M. Bryan</i>		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571.			

ATTACHMENT TO PROOF OF CLAIM

John M. Bryan personally guaranteed (the "Bryan Guaranty") the performance and payment by Legacy Estates Group, LLC ("Legacy") under an Agreement for the Purchase and Sale of Grapes (the "Red Barn Agreement") between Legacy and Red Barn Ranch, LLC. Legacy defaulted under the Red Barn Agreement by failing to pay for the 2005 Harvest. Red Barn's Grower Harvest Statement for the 2005 Harvest in the amount of \$1,345,444.89 is attached hereto. John M. Bryan honored the Bryan Guaranty by paying Red Barn Ranch \$1,345,444.89.

Legacy is obligated to indemnify and repay to John M. Bryan any amounts he is required to pay to Red Barn Ranch pursuant to the Bryan Guaranty. This claim is presented under that indemnity obligation and seeks repayment of the \$1,345,444.89 paid by John M. Bryan to Red Barn Ranch

FREEMARK ABBEY WINERY
GROWER HARVEST STATEMENT

HARVEST YEAR: 2005
GROWER: RED BARN RANCH, LLC

VARIETY	2005		PRICE/TON	TOTAL		FINAL DELIVERY DTD
	TONS			PRICE		
CABERNET SAUVIGNON	247.425	\$	4,202.35	\$1,039,766.45		2-Nov
MERLOT	108.195	\$	2,850.34	\$308,392.54		13-Oct
	<u>355.620</u>			<u>\$1,348,158.99</u>		

DEPT OF F&A PIERCE'S ASSESSMENT (\$2/\$1,000)
DEPT OF F&A REPORT FEES (\$.05/T)

(\$2,696.32)
(\$17.78)

NET BALANCE PAYABLE

\$1,345,444.89

PAYMENT SCHEDULE:

Pmt Due Dtd		TOTAL PAYABLE
2006	7-Jan	<u>\$1,345,444.89</u>

(Exhibit 13)
EXHIBIT 6

FORM B10 (Official Form 10) (Rev. 9/97)

United States Bankruptcy Court <u>Northern</u> District of <u>California</u>		PROOF OF CLAIM
Name of Debtor: CONNAUGHT CAPITAL PARTNERS, LLC	Case Number: 05-14660	
Name of Creditor (The person or entity to whom the debtor owes money or property) JOHN M BRYAN		THIS SPACE IS FOR COURT USE ONLY
Name and address where notices should be sent: Bryan & Edwards 600 Montgomery Street, 35th Floor San Francisco, CA 94111		
Telephone number: 415-421-9990		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor:		
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Guaranty Agreement</u>		Check here <input type="checkbox"/> if this claim: <input type="checkbox"/> replaces a previously filed claim dated: _____ <input type="checkbox"/> amends <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your SS # _____ Unpaid compensations for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: 3/14/2005		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		\$ 1,345,444.89
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
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Date: March 8, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): John M. Bryan <i>John M. Bryan</i>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		

GUARANTY AGREEMENT

This Guaranty Agreement is made as of March 14, 2005 by and between Connaught Capital Partners, LLC, a California Limited Liability Company, (the "Guarantor") and John M. Bryan and Florence E. Bryan (individually and collectively the "Bryans").

RECITALS

- A. The John M. and Florence E. Bryan Trust and the J. M. Bryan Family Trust (individually and collectively the "Bryan Trusts") are selling all of their ownership interests in The Legacy Estate Group, LLC, a California Limited Liability Company ("Legacy").
- B. Legacy has an Agreement for the Purchase and Sale of Grapes with Red Barn Ranch, LLC, a California Limited Liability Company ("Red Barn") dated August 31, 2001 ("Grape Sale Agreement") under which Legacy has committed to purchase all of the grapes produced on the Red Barn Ranch through the 2020 harvest. The Bryans personally guaranteed the performance by Legacy under that Grape Purchase Agreement ("Bryan's Guaranty").
- C. A condition of the Bryan Trusts' sale agreement was the Bryan's guaranty would be released upon the sale. To this date the owner of the Red Barn Ranch has refused to release the Bryans from their guaranty. Guarantor has attempted to procure an insurance policy to ensure the payments by Legacy in order to obtain the release of the Bryan's Guaranty, but to date no such policy has been issued.
- D. In order to permit the sale of the Legacy ownership to proceed, the Bryans are reluctantly willing to remain on the Bryan's Guaranty but only upon receipt of adequate backup guarantees and security to protect them from liability under the Bryan's Guaranty. Guarantor is willing to provide that backup guaranty.

NOW THEREFORE, in consideration of the recitals and the conveyance below, the parties hereto agree as follows:

- 1. Guarantor hereby guarantees the full payment and faithful performance of Legacy's obligations under the Grape Purchase Agreement.
- 2. In the event the Bryans receive a notice from Red Barn Ranch that Legacy has defaulted in its obligations under the Grape Purchase Agreement, the Bryans agree to promptly notify Guarantor and provide a copy of the notice of default so Guarantor may cure the default (or enable Legacy to cure the default) so that the

Bryans do not need to make any payments under their Bryan's Guaranty to Red Barn Ranch.

3. Guarantor agrees that this Guaranty shall not be impaired by any modification to or extension of Legacy's obligations under the Grape Purchase Agreement, which the parties thereto may hereafter agree, whether or not in writing, nor by any modification or release of any of the obligations or security therefore hereby guaranteed, to all of which Guarantor hereby consents.
4. Guarantor waives notice of acceptance, presentment, and protest of any instrument and notice thereof. Guarantor shall have ten (10) days from the date the notice of default is received from the Bryans to cure the default.
5. This Guaranty is intended to be, and is, a continuing Guaranty and shall continue in force for the duration of the Legacy obligation under the Grape Purchase Agreement and all modifications or extensions thereof, if any, and shall terminate only upon the full payment and satisfaction of all of such Legacy obligations or the full release of the Bryan's Guaranty.
6. The obligations of Guarantor under this Guaranty are primary, direct, unconditional, and enforceable without prior resort to, and independent of the obligations of Legacy or to any security or to the obligations of any person to the Bryans. A separate action or actions may be brought against Guarantor whether or not an action is brought against Legacy. Guarantor waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement thereof.
7. Guarantor waives any right to require the Bryans to (a) proceed against Legacy, or (b) pursue any particular remedy the Bryans may have. Guarantor waives any defense arising by reason of disability of Legacy, and the invalidity, illegality or lack of enforceability of any of the Legacy obligations under the Grape Purchase Contract from any cause whatsoever. Any and all of Legacy's obligations, payments or indebtedness to Guarantor are hereby subordinated to Guarantor's obligations to the Bryans hereunder.
8. This Guarantee is to be governed by and construed according to the laws of the State of California without giving effect to the conflicts of laws, rules, and principles of California.
9. Any communication, notice, request, demand or other communication permitted are required to be given under this agreement shall be in writing and shall be delivered (i) personally, or (ii) by registered or certified mail, postage prepaid, return receipt requested, or (iii) by prepaid domestic courier, receipt acknowledged, or (iv) by facsimile or other electronic or similar conveyance (receipt acknowledged), and addressed to the addressee at the address specified

below or such other address as shall hereafter be communicated by either party to the other party:

To Guarantor

Connaught Capital Partners LLC
P.O. Box 410
St. Helena, CA 94574
Facsimile No.: 707 963 0554

With Copy To

James Niven
John Bassett
Niven & Smith
425 California St. 15th Floor
San Francisco, CA 94104-2102
Facsimile No.: 415 433 5439

To the Bryans

Mr. and Mrs. John Bryan
Bryan and Edwards
600 Montgomery Street
35th floor
San Francisco, CA 94111
Facsimile number: 415 421 0471

With Copy To

Bancroft and McAlister, LLP
650 California Street
25th floor
San Francisco, CA 94108
Facsimile number: 415 981-5027
Attention: Norman A. Zilber

If delivered personally, by courier or by facsimile, telegraphic, telecopier or other electronic communications, the date on which a communication, notice, request, instruction or document is dispatched shall be the date on which such delivery is deemed made. If delivered by mail, the deemed date of delivery shall be three (3) business days after the notice, communication, request, instruction or document is deposited into the U.S. mail. Any communication shall bear the date on which it is delivered or deposited in the mail. The addresses set forth above may be changed by giving notice in this manner.

10. This Guaranty may not be changed or terminated orally, and no change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced.

11. Guarantor agrees that any suit, action or proceeding at law or in equity arising out of or relating to this Guarantee (hereinafter called "such proceeding") may be

instituted in any state court or federal court in Northern California, waives any objection which it may now or hereafter have to the laying of the venue of such proceeding in any such court. Guarantor will accept service of any and all process which may be served in any such proceeding and agrees that service of process shall be deemed in every respect effective service of and held to be valid personal service upon Guarantor if personally delivered to, or if mailed prepaid registered or certified mail, return receipt requested, addressed to Guarantor c/o its agent, Niven & Smith whose address is listed above. Such service of process shall be deemed effective upon its receipt by Niven & Smith and shall be of the same force and validity as if service were made upon Guarantor according to the laws governing the validity and requirements of any such service in the State of California, and Guarantor waives all claims of error by reason of any such service.

Guarantor's guaranty hereunder is a continuing guaranty and shall terminate only upon the execution or termination of the Agreements and full payment of all sums due under the Agreements and the performance of all of the terms, covenants and conditions therein to be kept, performed or performed by Guarantor or its subsidiaries whether to be performed before or after termination of the Agreements.

12. Guarantor agrees to pay reasonable attorneys' fees and allocable costs and expenses, which may be incurred by The Bryans in the enforcement of this Guaranty.

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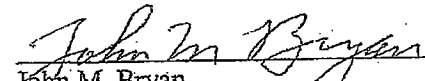
IN WITNESS WHEREOF, the parties have signed this Guaranty as of the date first above written.

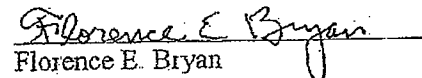
Guarantor:

Connaught Capital Patners LLC

By _____
K. Calvin Sidhu
Its Chief executive Officer

The Bryans:


John M. Bryan


Florence E. Bryan

(Exhibit 13)
EXHIBIT 7

FORM B10 (Official Form 10) (Rev. 9/97)

United States Bankruptcy Court Northern District of California		PROOF OF CLAIM
Name of Debtor: THE LEGACY ESTATE GROUP, LLC		Case Number: 05-14659
<small>18 U.S.C. § 542(c) prohibits the debtor from making a claim for an administrative expense arising after the commencement of the bankruptcy case. The debtor is prohibited from making a claim for an administrative expense arising after the commencement of the bankruptcy case.</small>		
Name of Creditor (The person or entity to whom the debtor owes money or property): SYCAMORE VINEYARDS		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: Bryan & Edwards 600 Montgomery Street, 33 rd Floor San Francisco, CA 94111		
Telephone number: 415-421-9990		
Account or other number by which creditor identifies debtor:		THIS SPACE IS FOR COURT USE ONLY
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold 2005 Grape Harvest per attached Harvest Report <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your SS # _____ Unpaid compensations for services performed from _____ (date) to _____ (date)
2. Date debt was incurred: 10/12/2005		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ 497,115.08 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other <u>grape juice</u> Value of Collateral: \$ <u>unknown</u> Amount of accretage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Time-stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date March 9, 2006	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): John M. Bryan on behalf of Sycamore Vineyards	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571		

FREEMARK ABBEY WINERY
GROWER HARVEST STATEMENT

HARVEST YEAR: 2005
GROWER: SYCAMORE VINEYARDS

VARIETY	2005 TONS	PRICE/TON	TOTAL PRICE	FINAL DELIVERY DTD	50% DUE DTD
CABERNET SAUVIGNON	88.778	\$ 5,034.13	\$446,919.99	12-Oct	26-Nov
CABERNET FRANC	5.033	\$ 5,017.35	\$25,252.32	5-Oct	19-Nov
MERLOT	7.869	\$ 3,360.49	\$26,443.70	4-Oct	18-Nov
	<u>101.680</u>		<u>\$498,616.01</u>		

AMERICAN VINEYARD FOUNDATION(\$1/\$1,000) (\$498.62)
 DEPT OF F&A PIERCE'S ASSESSMENT(\$2/\$1,000) (\$997.23)
 DEPT OF F&A REPORT FEES(\$5.05/T) (\$5.08)

NET BALANCE PAYABLE

\$497,115.08

PAYMENT SCHEDULE:

	Pmt Due Dtd	TOTAL PAYABLE
2005	26-Nov	\$249,308.01
2006	15-Jan	\$247,807.07
		<u>\$497,115.08</u>